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Attachment A

GOVERNMENT IPA DETAILEE OR APPOINTEE NONDISCLOSURE AGREEMENT

NonDisclosure Agreement

1. I, [IPA assignee's name], hereinafter Detailee [or Appointee, if appropriate], understand that, in the course of my detail to the National Security Agency's (NSA) [NSA directorate to which assigned], pursuant to the assignment agreement (the Assignment Agreement) between the United States Government and Detailee's [or Appointee's] employer, [name of assignee's parent organization], under Title IV of the Intergovernmental Personnel Act of 1970, 5 U.S.C. 3371 - 3376 (the IPA), I will be given access to protected information of NSA and certain Government contractors, while working in [NSA organization to which assigned].
2. For purposes of this Agreement, "protected information" shall include information obtained in the course of performing the Assignment Agreement as follows: (1) source selection information (as defined in FAR 3.104-3); (2) written or oral information or summaries thereof derived from Government information systems or Government personnel relating to internal Government operations and programs including, but not limited to, financial information, program budget information, and procurement information; and (3) third-party proprietary or business confidential information regardless of the method obtained. Protected information shall also include without limitation all copies of protected information and all data, test results, simulations, and emulations or other information derived therefrom. Protected information shall not include information that: (1) was independently developed by Detailee [or Appointee] as evidenced by a writing in possession of Detailee [or Appointee] prior to disclosure by the Government; (2) is lawfully received by Detailee [or Appointee] from another source; (3) is or becomes publicly available through no fault of Detailee [or Appointee]; or (4) the Government agrees in writing is free of the restrictions herein.
3. This agreement is necessary to prevent [IPA's parent organization] and me from gaining an unfair competitive advantage through the acquisition and potential misuse of protected information, to allow me to perform under the Assignment Agreement free from conflict of interest that might bias my judgment, and to protect the interests of NSA and third parties.
4. I agree not to disclose or otherwise disseminate protected information to other than Government personnel or contractor employees who have been identified by the [NSA Program Manager or equivalent authority] as having a need for access to the information, including members of Congress or authorized officials of an executive agency or the Department of Defense when such information is essential to reporting a substantial violation of law. I acknowledge the sensitivity of protected information and will protect all such information from unauthorized disclosure. I understand that unauthorized disclosure of protected information may result in civil or criminal violations of law (e.g., 18 U.S.C. 1905 (governing Disclosure of Confidential Information), 41 U.S.C. 423 (the Procurement Integrity Act), etc.). In addition to the enforcement remedies available to the U.S. Government, [IPA assignee's parent organization] shall enforce this agreement through its employment agreement or course of employment with me.

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5. I agree to use protected information only in the performance of work requirements necessary to carry out my duties under the Assignment Agreement. I will report to the [NSA Program Manager or equivalent authority] and [IPA assignee's parent organization] any attempt by any person to induce me to violate this agreement. I agree to return any and all protected information made available to me pursuant to performance of my assignment.

6. I understand and agree that access to protected information precludes me from participating, on my own behalf; on behalf of [IPA assignee's parent organization] or subsequent employers; or on behalf of others; in the preparation of cost or technical proposals or taking part in contract negotiations involving or related to future requirements or projects, if such participation involves utilization of protected information that is specific to the requirement or project or that would otherwise give me, [IPA assignee's parent organization], subsequent employers or others an unfair competitive advantage. The Government may recognize exceptions to this preclusion on a case-by-case basis.

7. I agree that I will clearly identify myself as a detailee [or appointee] under the IPA prior to engaging in any communications through which protected information may be obtained from Government personnel or third parties (e.g., meetings, telephone discussions, and other situations where my status is not obvious).

8. I acknowledge that the nondisclosure requirements contained herein shall continue indefinitely so long as the protected information retains such status. I verify that I have read and fully understand this Agreement and the position description, including the restrictions on my employment while detailed to NSA, contained in the Assignment Agreement, and agree to abide by all requirements and restrictions contained in both documents. I understand that my strict compliance with the terms of these agreements is essential to fulfillment of the Assignment Agreement and any violation of these agreements may result in preclusion of [IPA assignee's parent organization's] or subsequent employers' participation, or my personal participation in future Government projects.

DETAILEE [or APPOINTEE]

DATE

AUTHORIZED AGENT OF [IPA assignee's parent organization]

DATE

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